SECTION – II
(Volume –I)

INSTRUCTIONS TO BIDDERS
(ITB)

INSTRUCTIONS TO BIDDER

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SECTION - II - ITB

INSTRUCTION'S TO BIDDERS

A. INTRODUCTION

1.0 **General Instructions:**

The Bangalore Electricity Company Limited, hereinafter called BESCOM/OWNER will receive Bids in respect of Tender for **Preventive and Breakdown maintenance of all makes of DAS and Non DAS RMUs of all configurations in BRAZ area of BESCOM for a period of two years on Total Turnkey percentage quoting basis**. The Bids shall be prepared and uploaded to e-procurement/KPP website (htpps://kppp.karnatataka.gov.in) in accordance with these instructions.

1.1 Qualifying Requirements of Bidders:

(a) *Eligibilities and Qualifying Requirement for Bidders:*

(b) As enumerated in **IFB - 11.0**. Necessary documentary evidence for fulfilling the qualifying requirements shall be uploaded in-KPP portal. Not submitting the documentary evidence shall lead to rejection of the bid.

2.0 **Cost of Bidding:**

The Bidder shall bear all Costs and expenses Associated with preparation and submission of its Bid including Pre/Post Bid discussions, Technical and other Presentations etc., and the BESCOM will, under no circumstances, be responsible or liable for these Costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

3.0 **Contents of Bidding Document:**

3.1 The Goods and Service required, Bidding Procedures and Contract Terms are prescribed in the Bidding Document. The Bidding Document is a compilation of the following Sections:

VOLUME- I : COMMERCIAL REQUIREMENTS

1. Section – I	Invitation For Bids	-	IFB
2. Section – II	Instruction to Bidders	-	ITB
3. Section – III	General terms and Conditions of the contract	-	GCC
4. Section – IV	Erection Conditions of Contract	-	ECC
5. Section – V	Special Conditions of Contract	-	SCC
6. Section – VI	ANNEXURE	-	ANNEX

VOLUME-II TECHNICAL REQUIREMENTS

VOLUME- III : BID PROPOSAL SHEETS

TECHNO COMMERCIAL SHEETS&
PRICE SHEETS

NOTE: Volume – III is to be duly filled and uploaded on to KPP website by the Bidder

4.0 **Understanding of Bid Documents:**

4.1 A Prospective Bidder is expected to examine all Instructions, Forms, Terms and Specifications in the Bid Documents and fully inform himself as to all the Conditions and matters, which may in any way, affect the Scope of Work or the Cost there of. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

5.0 **Clarifications on Bid Documents:**

5.1 If the Prospective Bidder finds discrepancies or omissions in the Specifications and Document or is in doubt as to the true meaning of any Part, he shall at once make a request, in writing for an interpretation/clarification, to the BESCOM. The BESCOM, then, will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications the Bidder may submit his Bid but within the time and date as specified in the Invitation for Bid. All such interpretations and clarifications shall form a Part of the Bidding Document and shall accompany the Bidder’s Proposal. A prospective Bidder requiring any clarification on Bid Document may notify the BESCOM in writing. The BESCOM will respond in writing to any request for such clarifications on the Bidding Document, which, it receives not later than the date indicated in Section-IFB and the KPP portal (https://eproc.karnataka.gov.in). Clarifications/ Amendments / Addendum / Corrigendum will be issued through the KPP portal, if found necessary.

5.2 Verbal clarifications and information given by the BESCOM or his Employee(s) or his Representative(s) shall not in any way be binding on the Owner.

6.0 Amendment of Bidding Document:

6.1 At any time prior to the deadline for submission of Bids, the BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document / conditions by Amendment(s).

6.2 The Amendment will be notified in the KPP portal and the same shall be made available against the published tender in the KPP system. BESCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

6.3 In Order to provide prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the BESCOM may, at its discretion, extend the due date for the submission of Bids.

6.4 Such Amendments, Clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their Bids and invariably upload such Documents as a part of the Bid.

C. PREPARATION OF BIDS

7.0 **Language of Bid:**

7.1 The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the BESCOM, shall be written in the *English or Kannada Language* only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English or Kannada translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English or Kannada translation shall govern.

8.0 **Local Conditions:**

8.1 It will be imperative on each Bidder to fully inform himself of all Local conditions and factors which may have any effect on the execution of the Contract covered under these Documents and Specifications. The BESCOM shall not entertain any request for clarifications from the Bidders, regarding such Local conditions.

8.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No Claim for financial adjustment to the Contract Awarded under these Specifications

and Documents on account of Local conditions will be entertained by the BESCOM. Neither any change in the Time Schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the BESCOM, which are based on the lack of such clear information or its effect on the Cost of the Works to the Bidder.

9.0 **Documents comprising the Bid:**

9.1 The Bidder shall complete the Bid Form inclusive of Price Schedule, Technical Data Requirements etc., provided in the Bidding Documents, indicating a brief description of Goods to be supplied and Services to be rendered, Quantity and Prices.

9.2 The Bidder shall also submit Documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause 1.1 above and Clause 11.0 of IFB.

9.3 The Tender Processing Fee and Bid Security shall be in accordance with Clause 4.0 of Section IFB.

10.0 **Scope of the Proposal:**

10.1 The scope of the proposal shall be Preventive Maintenance, supply of spare parts and fixing of spare parts and Breakdown maintenance of RMUs connected in the electrical distribution network on Total Turnkey percentage quoting basis and the salient features of the scope as enumerated in IFB 1.4

10.2 VOID.

10.3 Bids not covering the Scope of Works may be treated as incomplete and hence rejected summarily.

10.4 The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, and Price Sheets and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished.

11.0 **Bid Price:**

11.1 The Bidders shall quote material / labour charge rate on each item for the preventive and breakdown maintenance work in the KPP portal of the respective enquiry Price Schedule, **which shall be** inclusive of Freight & insurance charges and all applicable Taxes such as CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS, if any for supply, Erection / fixing / repair / rectification, Testing and Commissioning and other Services under the contract as the case may be.

11.2 The prevailing rates of all applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS if any shall be considered while quoting the item wise material / labour charge rate on each item for the said work in the KPP portal of the respective enquiry price Schedule.

11.3 The successful Bidder shall furnish the detailed break up for the all the items under the scope of the contract, in the event of the order before issuing of the detailed work award. This break up shall be furnished in the following manner:

i. The price of the goods quoted ex-factory / ex-works /ex-warehouse as applicable, inclusive of all duties, taxes and levies paid or payable on components, sub-assemblies and raw materials.
ii. Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any which will be payable by the Owner on the Goods, if this Contract is Awarded.
iii. Inland transportation charges include handling charges and other costs incidental to delivery of the goods to their final destination and insurance charges including all applicable taxes thereon.
iv. The cost of erection/repair, testing and commissioning as well as associated civil, structural works including all applicable taxes thereon.
v. The Bidder shall include CGST, SGST, IGST, UTGST, levies, surcharge / CESS etc., on erection/repair, testing and commissioning as well as associated civil works as applicable in their break up price and BESCOM would not bear any additional liability on this account. BESCOM shall, however, deduct such tax at sources as per the rules and issue necessary Certificate to the Contractor.

11.4 Bid Currency shall be exclusively in Indian Rupees. The bids offered in any other currency other than Indian currency would summarily be rejected.

12.0 **Price Basis:**

12.1 The price shall be quoted on **FIRM** price basis.

12.2 A Bid submitted with deviation to Clause 12.1 shall be treated as Non-responsive and rejected summarily

13.0 **Taxes and Duties:**

13.1 As indicated in Clause 32.2 of Section ITB of the Bid Document, In case of Award of Contract, a Single Works Contract covering both Supply & Erection portion of the RMUs Preventive / Breakdown maintenance Contract will be issued to the successful Bidder.

13.2 **(i) Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any** payable on supply of material / equipment, component sub-assemblies, raw materials and any other items used for the contractor’s consumption or dispatched directly to the site stores of the

contractors, associated civil works and erection/repair works shall be included in the total bid price and any such **taxes,** duties levies etc, **additionally payable due to statutory variation or due to introduction of new tax or taxes, duties and levies not considered by the Bidder but payable as applicable on the date of bidding etc., shall be to the Bidder's account and no separate claim on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any**.

(ii) Materials supplied by the Bidder to the Owner:

All applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any., in respect of all materials, under the contract shall be included in the total bid price, but they shall be indicated separately as mentioned in clause 11 supra.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Owner.

(iii) Erection works:

The applicable CGST, SGST, CESS if any etc., shall be included in the price bid, and shall be indicated separately in price schedules as mentioned in clause 11 supra.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

(iv) In case of any statutory variation in **CGST, SGST, IGST, UTGST, levies, CESS if any** or if any **tax**/ duty/levy is newly introduced by the government applicable for this contract with effect from the next day of the date of submission of the bid these variations/additional **taxes**/ duties/ levies will be to the account of the Owner. In case the Bidders indicate lesser rates of **taxes** & duties with reference to the prevailing rates of **taxes** & duties at the time of bidding, any variations in the **taxes** and duties would be paid/recovered keeping the rates of **taxes** & duties applicable as on the **last date of Techno-Commercial Bid Submission as notified (either original or extended) as** the base and not the quoted rates of **taxes** & duties for payment/recovery of difference in the **taxes** and duties. If the contractor is required to pay additional **tax** or duty, then the owner shall reimburse the contractor the additional **tax** or duty so paid by the contractor against submission of documentary

evidence to the satisfaction of the owner by the contractor. If there is a reduction in the taxes/duties with effect from the next day of the date of submission of the bid, the individual item rates / contract price will be reduced to that extent or recovered from the bills due to the Contractor. This provision will be applicable to Supply, erection/repair and civil works.

Note: Additional tax liability on account of change in the sources of the equipments/materials, if any, will be to Bidders account only.

The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

13.3 The BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to the Contractor.

13.4 The Bidder must be GST registered firm having GSTIN.

13.5 As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the BESCOM shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

13.6 Notwithstanding anything stated in the Sub-Clause 13.1 to 13.5 above, the BESCOM shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

13.7 The Owner's liability for all taxes and duties under the contract shall be limited to only those indicated by the Bidder in the break up prices subject to the statutory variations and variations as per clause No. 13.2 supra.

If the cost of the Contract during the performance of the contract shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the 'Contract Price' as the case may be. It is the Bidder's responsibility to furnish details of **taxes,** duties, levies, etc. applicable as on the date of submission of the bid.

13.8 No Claim for any increase towards the Statutory Variation regarding enhancement of existing **CGST, SGST, IGST, levies, cess if any**or introduction of a new Tax or Duty applicable shall be entertained by the

BESCOM during the extended period of Contract, if any, if the extension of the Contract is required due to the causes attributable to the Contractor.

13.9 Before quoting, the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/ Govt. of India, the applicability of **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these **Taxes**.

Note: The successful Bidder shall be entirely responsible for payment of all **taxes**, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful Bidder shall pay all types of fees, levies, **taxes**, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful Bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful Bidder from his responsibility to pay any **tax** that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

13.10 **Building and other construction workers welfare CESS:**

The Building and other construction workers welfare cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect cess now with immediate effect. Accordingly the government has issued order No. : LD/300 LET/2006 dated 18.01.2007& 28.02.2007

The building & other construction workers welfare cess at the rate of 1% of the amount of **the Supply and Erection portion** of the contract as per the circular issued by BESCOM vide no: BESCOM/BC-49/GM(CT&GST)/ AGM(CT&GST)/F-9/2018-19/CYS-34 Dt: 06.09.2018 consequent to the direction issued by Labour department, G.O.K, will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section -4 of the building & other construction workers welfare CESS act, 1996 and its rules under 1998. The concerned Contractor shall furnish the aforesaid return to the concerned assessing officer.

13.11 Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of Owner.

14.0. **Price Adjustment: VOID**

15.0 (a) **Time Schedule:**

i The basic consideration and the essence of the Contract is strict adherence to the Time Schedule in performing the specified Works.

ii The Owner's requirements of Completion Schedule for the Works are mentioned in the accompanying Special Conditions of Contract. (Section SCC of the Bid Document)

iii The Completion Schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the Bids.

iv The Owner reserves the right to request for a change in the Work Schedule during Pre Award discussions with successful Bidder.

v The successful Bidder will be required to prepare detailed PERT Net Work (not Bar chart) and finalize the same with the Owner as per the requirement of Clause 12.0 Section GCC.

(b) **Contract Quality Assurance:**

i The Bidder shall include in his proposal the Quality Assurance Programme containing the overall Quality Management and Procedures which he proposes to follow in the Performance of the maintenance / Works during various phases as detailed in relevant Clause of the General Technical Conditions.

ii At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Program shall form a part of the Contract.

iii The Bidder shall clearly specify the list of Sub-Vendors for each item, from whom the materials are being supplied. List of Sub-Vendors shall be furnished in Schedule-06 of Techno-Commercial Sheets. The Successful Bidder shall furnish the Qualifying Data of the Sub-Vendor and obtain the

vendor approval of BESCOM if intends to buy materials other than BESCOM approved vendor.

16.0 Insurance:

The Bidder’s Insurance liabilities pertaining to the Scope of Work are detailed out in Clauses titled “Insurance” in General Terms and Conditions of Contract(Section – GCC of the Bid Document) and in Erection Conditions of Contract (Section – ECC of Bid Document) Bidder's attention is specifically invited to these Clauses. Bid Price shall include all the Cost in pursuance of fulfilling all the Insurance liabilities under the Contract and no separate amount is payable in this regard.

17.0 Erection Tools and Tackles:

The Bidder, under a separate Schedule in his Proposal, shall include a list of all Special Equipment, Tools & Tackles etc., which he proposes to bring to Site for the purpose of Erection, Handling, Testing and Commissioning including Performance and Guarantee Tests of the Equipment. If any such Equipment is listed any where else in the Proposal and not specially mentioned in the above Schedule, it shall be deemed to have been included in the Bidder’s proposed Scope of Supply.

18.0 Brand Names:

18.1 The specific reference in these Specifications and Documents to any Material / Equipment by Brand Name, Make or Catalogue Number shall be construed as establishing Standards of Quality and Performance but not as limiting competition. However, Bidders may Offer other similar Material/ Equipment provided they meet the specified Standard, Design and Performance requirements. The Bidder shall furnish adequate Technical information about such alternative Material/Equipment to enable the BESCOM to determine its acceptability. The BESCOM shall be the sole judge on the acceptability or otherwise of such alternative Material / Equipment.

18.2 The Bidder shall note that Standards for Workmanship, Material and Equipment and reference to Brand Name, Catalogue Numbers Designated by the BESCOM in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative Standards, Brand Name and/or Catalogue Numbers in its Bid, provided that it demonstrates to the BESCOM's satisfaction that the substitutions are substantially equivalent or superior to those Designed in the Technical Specification.

19.0 **E-payment modes for Tender Processing Fee & Earnest Money Deposit**

19.1 The Bidder who intends to participate in the tender, has to pay EMD amount of **Rs.4,82,000/-** being 1% of the value of the tender amount as follows:

i. **Rs.4,82,000/-** through KPP Portal schedule of items online through the KPP portal of Government of Karnataka using any of the following payment modes:-

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)
e) Online Transfer

and

ii. If the EMD exceeds Rs.10.00 Lakh, Rs.10.00 Lakh shall be paid online through KPP portal and balance EMD shall be submitted in the form of Bank Guarantee drawn from any Nationalized/ Scheduled bank in favour of General Manager(Ele.,), Procurement, BESCOM, Bengaluru and is valid for 45 days beyond the period of validity for the Bid i.e., (180+45=225) days from the date of Bidding.

iii. The scanned copy of the Bank Guarantee shall be uploaded along with the other documents provided in the "Upload Documents" Link and the original Bank Guarantee which have been uploaded shall be sealed and super scribed the Bid Enquiry No., EMD amount and Due date of opening on the cover and shall be dropped into the tender Box provided at the office of the General Manager (Ele.,), Procurement, BESCOM, K.R. Circle, Bangalore-560001 on or before last date of bid submission i.e., 22.02.2024, 15:00 Hrs. If the Bidder fails to submit the original within the stipulated date & time, such bids will be considered as Non-Responsive.

iv. Tender Processing Fee is to be paid as specified in KPP Portal.

19.2 *The Bid Security declaration is required* to protect the BESCOM against the risk of Bidder's conduct including *withdrawing the bid after acceptance* for any reason whatsoever, which would warrant the action, pursuant to Para 19.6.

19.3 Any Bid not secured in accordance with Para 19.1 above will be rejected summarily by the BESCOM as Non-Responsive.

19.4 Void.

19.5 Void.

19.6 The Bidder will be suspended/ barred from participating in the future tenders called by BESCOM and blacklisted for a period of one year from the date of default**:**

a) If a Bidder withdraws/modifies his Bid during the period of Bid validity specified by the Bidder on the Bid Form:

OR

b) In case of a successful Bidder, if the Bidder fails:

i) To sign the Contract,

OR

ii) To furnish the Performance Guarantee in the prescribed format.

c) If Bidder furnish the false information or fake documents.

19.7 Any Bid not accompanied by the required Bid Security declaration in accordance with provisions of this Clause will be rejected by the BESCOM and shall not be opened.

19.8 Void.

20.0 Period of Validity of Bids:

20.1 Bids shall remain valid for **180 days** from the ***date of Techno-Commercial Bid opening*** unless otherwise specified in the accompanying Special Conditions of Contract. A Bid valid for a shorter period will be rejected by the BESCOM summarily as Non Responsive.

In exceptional circumstances, the BESCOM may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing (including Fax or E-Mail). In such an event the Bid Security provided under Clause 19.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without becoming liable for forfeiture of his Bid Security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid.

D. SUBMISSION OF BIDS

21.0 Format Of Bid:

21.1 The Bids are invited through **Electronic Mode** (KPP portal) only. **No hard copies shall be accepted except the documents mentioned in below clause no: 21.4.2.** Bidding documents are available free of cost in the KPP portal, however Bidders are required to pay the bid processing fee as prescribed by the e-procurement service provider for the respective bids.

21.2 The Techno- Commercial Bid consists of following:

i) Techno – Commercial Sheets

21.3 The Price Bid consists of following

Financial offer shall be submitted through in KPP Portal only. No Hard copies will be received.

21.4 A prospective Bidder, who wishes to submit the Bid, shall adopt the following procedure.

21.4.1. The Bidder shall enter all-Inclusive item wise material / labour charge rate on each item for the said work in the KPP portal of the respective enquiry Price Schedule for the total scope of the work as mentioned in the **e-Procurement platform** on or before the time and date indicated in the Notification / Section IFB and thereafter system will automatically generate the item wise unit FORD price for each of the item.

21.4.2. The Documents as indicated in clause 5.0 of IFB are to be sealed in a cover and sent to General Manager (Ele.,), Procurement, BESCOM, Bengaluru, so as to reach ***on or*** **before the date & time of submission of Bid documents in a sealed cover**.

21.4.3. All the documents - indicated in clause 21.4.2 shall also be uploaded in the appropriate schedules of techno commercial sheets.

22.0 Signature of Bids:

22.1 The Techno Commercial Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorized Persons. However, the Documents indicated in Clause 21.4.2 supra shall be signed by Authorised Persons (except for Bid Security).

22.2 Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

23.0 **Deadline for Submission of Bids:**

23.1 Bid shall be uploaded to the website on or before the last date and time for submission of bids indicated in notification in IFB, failing which Bidders cannot submit their bids as the e-Procurement system automatically locks the tender.

23.2 The Owner may, at his discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

24.0 **Late Bids:**

24.1 Failure in uploading the documents in time, due to any reasons is not attributable to BESCOM.

25.0 **VOID**

E. BID OPENING AND EVALUATION

26.0 Opening of Bids by Owner:

26.1 On the Date and Time fixed by the Owner for opening of Bids, the tender will be opened for verification of payment of Tender Processing Fee and EMD by the Owner. **Thereafter, the Techno -Commercial Bids will be opened on** the Date and Time for opening of Bids stipulated in the Invitation For Bid or in case any extension has been given thereto, on the extended Bid opening Date and Time notified in the KPP portal and also open the sealed cover containing the Documents (as described in Clause 21.4.2 of Section-ITB).

26.2 The Bidder's Names qualified for Techno-Commercial Opening will be available on the website after opening.

27.0 Techno-commercial evaluation &Purpose of Evaluation of Bids:

27.1 The Techno-Commercial Bids accepted and opened will be evaluated by the Owner to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal as per the pre-qualifying requirements stipulated in the tender. All Technically Responsive Bids shall then be

examined to determine the **LOWEST EVALUATED COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS.**

27.2 **Confidentiality:**

27.2.1 Information relating to the examination, evaluation, comparison and post qualification of bids and recommendation of contract award, shall not be disclosed to the Bidders or any persons not officially concerned with such process until information on the contract award is communicated to all Bidders.

27.2.2 Any attempt by a Bidder to influence the owner in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

27.2.3 Notwithstanding ITB 27.2.2, form the time of bid opening to the time of contract award, if any Bidder wishes to contact the owner on any matter to the bidding process, it may do so in writing.

28.0 **Policy for Bids under consideration:**

28.1 Bids shall be deemed to be under consideration immediately after opening of Techno-Commercial Bid and until such time official intimation of Award / rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their Representatives or other interested Parties are advised to refrain from contacting by any means, the Owner and/or his Employees/ Representatives on the matters related to the Bids under consideration.

No Bidder shall contact the owner on any matter relating to its Bid, from the time of the Bid opening to the time the contract is awarded.

Any effort by a Bidder to influence the Owner in the Owner's Bid evaluation, Bid comparison or Contract award decisions, may result in disqualification.

29.0 Clarification of Bids:

To assist in the examination, evaluation and comparison of Bids, the BESCOM may, at his discretion, ask the Bidder for a clarification on **already uploaded documents** of their Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

30.0 Preliminary Examination:

30.1 The Owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Sureties have been furnished, whether the Documents have been properly signed, and whether the Bids are generally in Order.

30.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of bids security will be forfeited.

30.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the Terms and Conditions of the Bidding Document without Material Deviations. A Material Deviation is one which affects in any way the Prices, Quality, Quantity or Delivery Period of the Equipment, Completion of Works or which limits in any way the responsibilities or liabilities of the Bidder or of any right of the Owner as required in these Specifications and Documents. The Owner's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

30.4 A Bid determined as not substantially Responsive shall be rejected by the Owner and shall not subsequently be made Responsive by the Bidder by correction of the Non- conformity.

30.5 The Owner may waive any minor infirmity or Non-conformity or irregularity in a Bid which does not constitute a Material Deviation, provided such waiver does not prejudice or affect the relative ranking of any of the Bidder.

31.0 (a) **Evaluation of Price Bids:**

31.1 **<u>Definitions and Meanings:</u>**

For the purpose of the evaluation and comparison of Bids, the following meanings and definition will apply.

a) **“Bid Price”** shall mean the **total price arrived based on the sum of the material / labour charge amount on each item of the said work in the e-procurement portal of the respective enquiry Price Schedule** quoted by each Bidder in his proposal for the complete scope of works.

31.2 All evaluated Bid Prices of all the Bidders shall be compared among themselves to determine the Lowest Evaluated Bid and the Lowest Bid, as a result of this comparison, will be selected for the Award of the Contract.

31.3 The individual work awards / orders will be issued by the concerned C, O&M Executive Engineers. However, the sum of the individual awards of the RMUs maintenance contract award is limited to total awarded cost of the maintenance contract.

31.0 (b) **Abnormally low bids:**

(i) An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price

(ii) When the offered bid price appears to be abnormally low, the Owner shall undertake a three-step review process as follows:

(c) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;

(d) clarify and analyze the Bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and

(e) decide whether to accept or reject the bid.

(iii) With regard to ITB 31.0 (b) (ii) above, the Owner will seek a written explanation from the Bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the Bidder for the works, equipment or services proposed.

(iv) After examining the explanation given and the detailed price analyses presented by the Bidder, the Owner may:

(a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;

(b) accept the bid, but require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Owner against financial loss. The amount of the

performance security shall generally be not more than 20% of the contract price; or

(c) reject the bid if the evidence provided does not satisfactorily account for the low bid price.

31.0 (c) **Un-balanced or front loaded:**

(i) If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front-loaded in the opinion of the Owner, the Owner may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.

(ii) After the evaluation of the information and detailed price analyses presented by the Bidder, the Owner will accept the Bid; or reject the Bid

F. AWARD OF CONTRACT

32.0 **Award Criteria:**

32.1 a) The Owner will award the contract to the Successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The BESCOM shall be the sole judge in this regard.

b) While awarding the Contract to the successful agency, the approved unit rates, will be adopted.

32.2 In case of Award of Contract, a **Single Work Contract** covering the both supply & erection/repair portion will be issued to the successful Bidder.

32.3 Not withstanding the above, if it is found that the performance vis – a - vis works awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

Bidder shall note that BESCOM may not award the work to successful Bidder , even if it is lowest quoted offer (L1), if in opinion of BESCOM based on its experience, the Firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

33.0 **BESCOM's right to accept any Bid and to reject any or all Bids**:

33.1 The Owner reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or

any obligation to inform the affected Bidder or Bidders of the grounds for the BESCOM's action.

34.0 **Notification of Award:**

34.1 Prior to the expiration of the period of Bid Validity / extended Validity Period, if any, the Owner will Notify the Successful Bidder in writing by Registered Letter or FAX, to be confirmed in writing by Registered Letter, that his Bid has been accepted.

34.2 The "Notification of Award" shall constitute the formation of the Contract.

34.3 Upon the Successful Bidder furnishing of Performance Guarantee pursuant to Clause 36.0, the BESCOM will promptly notify each unsuccessful Bidder and will discharge respective Bid Security, pursuant to Clause 19.4.

35.0 Signing of Contract:

35.1 **At the same time as the Owner notifies the successful Bidder that his Bid has been accepted, the BESCOM will send the Bidder the Letter of Intent (LOI), incorporating all agreements between the Parties.**

35.2 Within 15 days of receipt of the detailed Letter of Intent, the successful Bidder shall sign and date the same and return it to the Owner.

35.3 The Successful Bidder will prepare the Contract Agreement as per the Pro-forma enclosed at **Annexure-VI** and the same will be signed **within 15 (Fifteen) days of Notification of Award**.

35.4 The Successful Bidder shall furnish Price break up details for all the materials along with the Contract documents as per clause 11.3 above.

35.5 The Successful Bidder shall observe all the formalities stipulated in the LOA within the stipulated period failing which, BESCOM reserves the right to cancel the offer and forfeit the Earnest Money deposited by the Bidder / take action as per clause No. 19.6 above.

36.0 **Contract Performance Guarantee:**

36.1 As a Contract Performance Guarantee, the Successful Bidder, to whom the Work is awarded, shall be required to furnish the Performance Guarantee in the form of **Bank Guarantee** issued by a Public Sector Indian Bank/Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III to this Volume-I in favor of **General Manager (Ele.,), Procurement, BESCOM, Bengaluru. The Contract Performance Guarantee amount shall be equal to FIVE percent (5%)**

of the Total awarded Contract Value and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in these Documents and Specifications. **The Guarantee shall be valid up to 90 days after the end of Warranty/Guarantee Period**.

36.2 The Performance Guarantee shall cover additionally the following Guarantees to the Owner:

a) The Successful Bidder Guarantees the Successful and Satisfactory Operation of the RMUs after maintenance in the Scope of the Contract, as per the Specifications and Documents;

b) The Successful Bidder further Guarantees that the spares provided by him shall be free from all defects in Design, Material and Workmanship and shall upon written Notice from the Owner, fully remedy free of expenses to the Owner, such defects as developed under the normal use of the said spares within the period of Guarantee specified in the relevant Clause of the General Terms and Conditions in this Volume-I/ Special Conditions of Contract.

36.3 The Contract Performance Guarantee is intended to secure the Performance of the entire Contract. However, it shall not to be construed as limiting the “Damages” under Clause entitled "Equipment Performance Guarantee" in Technical Specifications, Volume-II and “Damages” stipulated in other Clauses in the Bid Documents.

36.4 The Performance Guarantee will be discharged without any interest at the end of Guarantee Period, unless otherwise specified in SCC.

36.5 Failure of the successful Bidder to comply with the requirement of Clause **36.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security and blacklisted the Bidder, **in such event BESCOM will call for new Bids.**

Sd/-
General Manager (Ele.,)
Procurement, BESCOM

“END OF SECTION-II : ITB”